

MIGUEL ESTUDILLO
3662 Eighth Street
Riverside, California
Telephone - 332

Attorney for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

CITY OF RIVERSIDE, a
municipal corporation,
Plaintiff,
vs.
CHARLES EARL HUTCHINGSON,
et al.,
Defendants.

---oOo---

No. 46,357

INTERLOCUTORY JUDGMENT
OF CONDEMNATION

---oOo---

The above-entitled action came on regularly to be heard upon the default of the defendants, on the 14th day of February, 1949, in Department 2 of the above entitled court, Honorable O. K. Morton, Judge presiding. Miguel Estudillo, Esq., appeared as attorney for the plaintiff, and no other person appeared or was represented at said trial.

The Court having heard the testimony, and having examined the proofs offered by the plaintiff, and it appearing that the defendant California Electric Power Company, a corporation, sued herein as Richard Roe Company One, stipulated with plaintiff that the property described in the Complaint herein as Parcels No. 1 and No. 2 shall be condemned to public use and to the use of the plaintiff without award to said defendant, the Interlocutory Decree and Final Order of Condemnation to make certain reservations and exceptions to said defendant, and it further appearing that Jurupa Land & Water Company and Stearns Ranchos Company have certain rights in the property herein described but were not made parties to this action, and the Court being fully advised in the premises,

NOW, THEREFORE, by reason of the law and the premises aforesaid:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That the use to which the property sought to be condemned is to be applied is a public use authorized by law; that the taking of such property is necessary for such public use; and that said public improvement is planned and located in the manner which will be most compatible with the greatest public good and the least private injury.

II.

That the defendants Citizens Domestic Water Company (sued herein as John Doe One); Arlington Mutual Water Company (sued herein as John Doe Two); Security-First National Bank of Los Angeles (sued herein as Richard Roe Company Two); Jane Doe One; and Jane Doe Two, have not, nor has any of them, any right, title, claim or interest in or to any of the parcels of land herein sought to be condemned, or in or to the award herein made as compensation for the parcels of land hereby condemned.

III.

That the lands hereby condemned be and remain subject to rights of way reserved to Jurupa Land and Water Company and Stearns Ranchos Company to construct and maintain over, upon and through the hereinafter described property, canals, ditches, pipe lines or any conduits for the conveyance of water for the irrigation of other lands in said Ranchos.

IV.

That the plaintiff pay to each of the following named defendants, or into court for their benefit, the following amounts set opposite their respective names, together with interest thereon at the rate of seven per cent(7%) per annum from the date when plaintiff entered into possession of the real property sought to be condemned herein, to-wit: October 29, 1948, as follows:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
PARCEL	DEFENDANT TO WHOM PAYABLE	AWARD	INTEREST																		
NUMBER																					
1	Charles Earl Hutchingson and Leontine M. A. Hutchingson	242.00	\$ 5.09																		
	Citizens Domestic Water Company, sued herein as John Doe One	0.00																			
	Arlington Mutual Water Company, sued herein as John Doe Two	0.00																			
	Jane Doe One	0.00																			
	Jane Doe Two	0.00																			
	California Electric Power Company, a corporation, sued herein as Richard Roe Company One	0.00																			
	Security-First National Bank of Los Angeles sued herein as Richard Roe Company Two	0.00																			
2	Pasquale Solazzo and Rosa Solazzo	705.00	\$ 14.81																		
	Citizens Domestic Water Company, sued herein as John Doe One	0.00																			
	Arlington Mutual Water Company, sued herein as John Doe Two	0.00																			
	Jane Doe One	0.00																			
	Jane Doe Two	0.00																			
	California Electric Power Company, a corporation, sued herein as Richard Roe Company One	0.00																			
	Security-First National Bank of Los Angeles, sued herein as Richard Roe Company Two	0.00																			

23 The sums herein adjudged to be paid to said defendants, as aforesaid, are
 24 in full payment for the interests of all of said defendants above named in and to
 25 all of the lands so taken for a right-of-way for sewerage purposes, together with
 26 all damages of every kind, nature and description suffered by said defendants by
 27 the taking of said land and the severance thereof from the larger parcels of which
 these said parcels are parts, and for any interest or claim whatsoever that each or
 any party claiming by and through any of the said defendants may have in and to said
 lands and by the construction of said sewer in the manner proposed by the plaintiff
 herein.

V.

28 That upon the payment to the several defendants, and each of them, or into
 29 court for their benefit, of the several amounts herein specified as the compensation
 30 and damages proper to be paid to them for the taking of the several parcels of land
 31 sought to be condemned herein, together with interest thereon as herein provided,
 32 there shall be condemned, to the use of the plaintiff, City of Riverside, a
 municipal corporation, and to the inhabitants thereof, for public use, to-wit:
 sewerage, and subject to the rights of Jurupa Land and Water Company and Stearns
 Ranchos Company mentioned in Paragraph III hereof and excepting and reserving to
 the California Electric Power Company, a corporation, the rights hereinafter set
 forth in Paragraph VI, a perpetual easement and right of way for the construction,

1 reconstruction, inspection, maintenants, operation and repair of sanitary sewers
2 in, under, along and upon that certain real property situate in the City of
3 Riverside, County of Riverside, State of California, comprising the several parcels
4 of land sought to be condemned in this action, together with the right to enter
5 upon and to pass and repass over and along said strip of land, and to deposit tools,
implements and other material thereon by said City of Riverside, its officers,
agents and employees, and by persons under contract with it and their employees
whenever and wherever necessary for the purpose of constructing, reconstructing,
inspecting, maintaining, operating, or repairing said sewer.

6 That said lands so condemned are more particularly described as follows,
7 to-wit:

8 Description same as # 2042 final judgement of confirmation 46357.

9 VI.

10 That there is hereby excepted and reserved to the defendant California
11 Electric Power Company, a corporation, its successors and assigns, a right of way
12 and easement, 25 feet in width, being $12\frac{1}{2}$ feet on each side of the hereinafter
13 described center line, consisting of the right to construct, maintain, operate,
inspect, repair, replace and remove, electric lines and telephone lines and cables,
including such additional lines as said defendant, Power Company, may, from time to
time in the future require, upon and by means of one line of poles, with supporting
structures, crossarms, wires, guys, anchors, fixtures, and appurtenances, for the
transmission of electric energy for any and all purposes for which the same may
be used, and communications, upon, over and across the following described real
property situate in the County of Riverside, State of California, to-wit:

14 Same as # 2042 final judgement of confirmation 46357.

15 The center line of said right of way and easement upon, over, across and along the
16 portions of said Lots 7-A and 8-A of the McClaskey Tract being condemned by the
17 Plaintiff herein is described as follows:

18 Same as # 2042 final judgement of confirmation 46357.

19 The exception and reservation hereby made to the defendant, Power Company,
20 is made with the proviso that any pole structures, crossarms, wires, fixtures and
21 appurtenances located upon and along said right of way and easement so excepted and
22 reserved to said defendant, or upon and along rights of way and easements upon,
23 over and across adjacent premises, shall be subject to relocation and change within
24 and upon, over and along said rights of way and easements, to accomodate the plain-
25 tiff's use and enjoyment of the condemned lands in any proper manner necessary and
26 convenient to the exercise of plaintiff's uses and purposes, and with the further
27 proviso that said defendant shall exercise and use its said excepted and reserved
28 right of way and easement in such manner as not to interfere with plaintiff's use
29 and enjoyment, either present or prospective, of said condemned lands, and in such
30 manner that no injury or damage shall be done to any of plaintiff's works, property
31 or facilities on said lands.

32 That relocation or change of said defendant's pole supports, crossarms,
wires, fixtures and appurtenances may be made upon the following terms and
conditions:

(a) That whenever any of said Defendant's pole supports, crossarms, wires,
fixtures and appurtenances located upon and along Defendant's said right of way and
easement upon, over, across and along said Parcels of land No. 1 and No. 2 being
condemned in the above entitled proceeding or located upon and along rights of way
and easements upon, over and across adjacent premises, are found to obstruct or
interfere with any construction work, maintenance or use by or on behalf of the
Plaintiff, upon said Parcels of land No. 1 and No. 2, or to obstruct or interfere
with any sewer line, structures, facilities, road, or other sanitary sewer improve-
ment constructed, placed and maintained, or proposed to be constructed, placed and
maintained upon said parcels of land No. 1 and No. 2 by the Plaintiff, said

1 Defendant shall make such relocations or changes, either temporary or permanent,
2 within and upon, over and along said rights of way and easements, of said pole
3 supports, crossarms, wires, fixtures, and appurtenances, or any thereof, as shall
4 be required to avoid and eliminate any such obstruction or interference and when
5 requested by a properly authorized engineer or other officer or employee of Plain-
tiff. Such request shall be directed to the Construction Superintendent of Defen-
dant, California Electric Power Company, or to its Right of Way Engineer or other
officer or employee designated by said Defendant.

6 That whenever said Defendant finds that any construction work or maintenance
7 for or on behalf of the Plaintiff, or any sewer line, structures, facilities, road
8 or other sanitary sewer improvement of the Plaintiff, interferes with, impairs or
9 endangers any of said Defendant's pole supports, crossarms, wires, legal clearances,
10 fixtures and appurtenances located upon Defendant's said right of way and easement,
11 or the electric service furnished and provided over and by means of said pole
12 supports, crossarms, wires, fixtures and appurtenances, said Defendant may notify
the Plaintiff of such interference, impairment and danger, whereupon, Plaintiff, if
it finds that such interference does occur, or such impairment or danger does exist,
shall request said Defendant to make the necessary relocations or changes in said
pole supports, crossarms, wires, clearances, fixtures, and appurtenances to avoid
and eliminate such interference, impairment and danger, and said Defendant shall be
paid by Plaintiff for making such relocations or changes as provided in this state-
ment.

13 (b) That any and all such relocations and changes so made by said Defendant
14 pursuant to and as provided in this judgment shall be paid for by the Plaintiff at
15 necessary actual cost, plus 15% of said actual necessary cost for general superin-
16 tendence and general overhead expenses, and that said actual necessary cost shall
17 be defined to mean and include all expenditures for materials and supplies furnished
18 by said Defendant (less reasonable salvage value of all materials removed or
19 replaced), in making any such relocations or changes; labor, including direct
20 superintendence and all office or field time directly assigned to such relocation
21 or change, and including board and lodging for labor so employed when required;
22 cost to said Defendant for Workmen's Compensation Insurance, Social Security and
Unemployment Insurance taxes, vacation, sick allowance and retirement costs covering
labor so employed, and a reasonable allowance for use of automotive vehicles and
equipment when required for making such relocations or changes; but such actual
necessary cost shall in no case include any allowance for general office expense,
general superintendence, or other general expenses. That all amounts that may
become due, owing and unpaid hereunder from Plaintiff to said Defendant shall be
paid within a reasonable time after rendition by said Defendant to the Plaintiff of
itemized statements covering the same and referring to the numbered authorization
therefor.

23 DONE IN OPEN COURT this 14th day of February, 1949.

24
25 /s/ O. K. Morton
26 Judge of the Superior Court
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
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 24 in full payment for the interests of all of said defendants above named in and to
 25 all of the lands so taken for a right-of-way for sewerage purposes, together with
 26 all damages of every kind, nature and description suffered by said defendants by
 27 the taking of said land and the severance thereof from the larger parcels of which
 28 these said parcels are parts, and for any interest or claim whatsoever that each or
 29 any party claiming by and through any of the said defendants may have in and to said
 30 lands and by the construction of said sewer in the manner proposed by the plaintiff
 31 herein.

27 V.
 28 That upon the payment to the several defendants, and each of them, or into
 29 court for their benefit, of the several amounts herein specified as the compensation
 30 and damages proper to be paid to them for the taking of the several parcels of land
 31 sought to be condemned herein, together with interest thereon as herein provided,
 32 there shall be condemned, to the use of the plaintiff, City of Riverside, a
 municipal corporation, and to the inhabitants thereof, for public use, to-wit:
 sewerage, and subject to the rights of Jurupa Land and Water Company and Stearns
 Ranchos Company mentioned in Paragraph III hereof and excepting and reserving to
 the California Electric Power Company, a corporation, the rights hereinafter set
 forth in Paragraph VI, a perpetual easement and right of way for the construction,

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE

CITY OF RIVERSIDE, a)	---
municipal corporation,	(
Plaintiff,)	No. 46,357
vs.	(
CHARLES EARL HUTCHINGSO)	INTERLOCUTORY JUDGMENT
et al.,	(OF CONDEMNATION
Defendants.)	

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NOW, THEREFORE, by reason of the law and the premises aforesaid:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

I.

That the use to which the property sought to be condemned is to be applied is a public use authorized by law; that the taking of such property is necessary for such public use; and that said public improvement is planned and located in the manner which will be most compatible with the greatest public good and the least private injury.

II.

That the defendants Citizens Domestic Water Company (sued herein as John Doe One); Arlington Mutual Water Company (sued herein as John Doe Two); Security-First National Bank of Los Angeles (sued herein as Richard Roe Company Two); Jane Doe One; and Jane Doe Two, have not, nor has any of them, any right, title, claim or interest in or to any of the parcels of land herein sought to be condemned, or in or to the award herein made as compensation for the parcels of land hereby condemned.

III.

That the lands hereby condemned be and remain subject to rights of way reserved to Jurupa Land and Water Company and Stearns Ranchos Company to construct and maintain over, upon and through the hereinafter described property, canals, ditches, pipe lines or any conduits for the conveyance of water for the irrigation of other lands in said Ranchos.

IV.

That the plaintiff pay to each of the following named defendants, or into court for their benefit, the following amounts set opposite their respective names, together with interest thereon at the rate of seven per cent(7%) per annum from the date when plaintiff entered into possession of the real property sought to be condemned herein, to-wit: October 29, 1948, as follows:

1 reconstruction, inspection, maintenants, operation and repair of sanitary sewers
2 in, under, along and upon that certain real property situate in the City of
3 Riverside, County of Riverside, State of California, comprising the several parcels
4 of land sought to be condemned in this action, together with the right to enter
5 upon and to pass and repass over and along said strip of land, and to deposit tools,
implements and other material thereon by said City of Riverside, its officers,
agents and employees, and by persons under contract with it and their employees
whenever and wherever necessary for the purpose of constructing, reconstructing,
inspecting, maintaining, operating, or repairing said sewer.

6 That said lands so condemned are more particularly described as follows,
7 to-wit:

8 Description same as # 2042 final judgement of confirmation 46357.

9 VI.

10 That there is hereby excepted and reserved to the defendant California
11 Electric Power Company, a corporation, its successors and assigns, a right of way
12 and easement, 25 feet in width, being $12\frac{1}{2}$ feet on each side of the hereinafter
13 described center line, consisting of the right to construct, maintain, operate,
inspect, repair, replace and remove, electric lines and telephone lines and cables,
including such additional lines as said defendant, Power Company, may, from time to
time in the future require, upon and by means of one line of poles, with supporting
structures, crossarms, wires, guys, anchors, fixtures, and appurtenances, for the
transmission of electric energy for any and all purposes for which the same may
be used, and communications, upon, over and across the following described real
property situate in the County of Riverside, State of California, to-wit:

14 Same as # 2042 final judgement of confirmation 46357.

15 The center line of said right of way and easement upon, over, across and along the
16 portions of said Lots 7-A and 8-A of the McClaskey Tract being condemned by the
17 Plaintiff herein is described as follows:

18 Same as # 2042 final judgement of confirmation 46357.

19 The exception and reservation hereby made to the defendant, Power Company,
20 is made with the proviso that any pole structures, crossarms, wires, fixtures and
21 appurtenances located upon and along said right of way and easement so excepted and
22 reserved to said defendant, or upon and along rights of way and easements upon,
23 over and across adjacent premises, shall be subject to relocation and change within
24 and upon, over and along said rights of way and easements, to accomodate the plain-
25 tiff's use and enjoyment of the condemned lands in any proper manner necessary and
26 convenient to the exercise of plaintiff's uses and purposes, and with the further
27 proviso that said defendant shall exercise and use its said excepted and reserved
28 right of way and easement in such manner as not to interfere with plaintiff's use
29 and enjoyment, either present or prospective, of said condemned lands, and in such
30 manner that no injury or damage shall be done to any of plaintiff's works, property
31 or facilities on said lands.

32 That relocation or change of said defendant's pole supports, crossarms,
wires, fixtures and appurtenances may be made upon the following terms and
conditions:

(a) That whenever any of said Defendant's pole supports, crossarms, wires,
fixtures and appurtenances located upon and along Defendant's said right of way and
easement upon, over, across and along said Parcels of land No. 1 and No. 2 being
condemned in the above entitled proceeding or located upon and along rights of way
and easements upon, over and across adjacent premises, are found to obstruct or
interfere with any construction work, maintenance or use by or on behalf of the
Plaintiff, upon said Parcels of land No. 1 and No. 2, or to obstruct or interfere
with any sewer line, structures, facilities, road, or other sanitary sewer improve-
ment constructed, placed and maintained, or proposed to be constructed, placed and
maintained upon said parcels of land No. 1 and No. 2 by the Plaintiff, said

1 Defendant shall make such relocations or changes, either temporary or permanent,
2 within and upon, over and along said rights of way and easements, of said pole
3 supports, crossarms, wires, fixtures, and appurtenances, or any thereof, as shall
4 be required to avoid and eliminate any such obstruction or interference and when
5 requested by a properly authorized engineer or other officer or employee of Plain-
tiff. Such request shall be directed to the Construction Superintendent of Defen-
dant, California Electric Power Company, or to its Right of Way Engineer or other
officer or employee designated by said Defendant.

6 That whenever said Defendant finds that any construction work or maintenance
7 for or on behalf of the Plaintiff, or any sewer line, structures, facilities, road
8 or other sanitary sewer improvement of the Plaintiff, interferes with, impairs or
9 endangers any of said Defendant's pole supports, crossarms, wires, legal clearances,
10 fixtures and appurtenances located upon Defendant's said right of way and easement,
11 or the electric service furnished and provided over and by means of said pole
12 supports, crossarms, wires, fixtures and appurtenances, said Defendant may notify
the Plaintiff of such interference, impairment and danger, whereupon, Plaintiff, if
it finds that such interference does occur, or such impairment or danger does exist,
shall request said Defendant to make the necessary relocations or changes in said
pole supports, crossarms, wires, clearances, fixtures, and appurtenances to avoid
and eliminate such interference, impairment and danger, and said Defendant shall be
paid by Plaintiff for making such relocations or changes as provided in this state-
ment.

13 (b) That any and all such relocations and changes so made by said Defendant
14 pursuant to and as provided in this judgment shall be paid for by the Plaintiff at
15 necessary actual cost, plus 15% of said actual necessary cost for general superin-
16 tendence and general overhead expenses, and that said actual necessary cost shall
17 be defined to mean and include all expenditures for materials and supplies furnished
18 by said Defendant (less reasonable salvage value of all materials removed or
19 replaced), in making any such relocations or changes; labor, including direct
20 superintendence and all office or field time directly assigned to such relocation
21 or change, and including board and lodging for labor so employed when required;
22 cost to said Defendant for Workmen's Compensation Insurance, Social Security and
Unemployment Insurance taxes, vacation, sick allowance and retirement costs covering
labor so employed, and a reasonable allowance for use of automotive vehicles and
equipment when required for making such relocations or changes; but such actual
necessary cost shall in no case include any allowance for general office expense,
general superintendence, or other general expenses. That all amounts that may
become due, owing and unpaid hereunder from Plaintiff to said Defendant shall be
paid within a reasonable time after rendition by said Defendant to the Plaintiff of
itemized statements covering the same and referring to the numbered authorization
therefor.

23 DONE IN OPEN COURT this 14th day of February, 1949.

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25 /S/ O. K. Morton
26 Judge of the Superior Court
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